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11 *Attorneys for Plaintiff, U.S. Bank National Association, Successor Trustee to BANK OF*
12 *AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK*
13 *NATIONAL ASSOCIATION, as Trustee for ACCREDITED MORTGAGE LOAN TRUST 2004-2*

9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF NEVADA**

11 U.S. BANK NATIONAL ASSOCIATION,
12 SUCCESSOR TRUSTEE TO BANK OF
13 AMERICA, NATIONAL ASSOCIATION AS
14 SUCCESSOR BY MERGER TO LASALLE
15 BANK NATIONAL ASSOCIATION, AS
16 TRUSTEE FOR ACCREDITED MORTGAGE
17 LOAN TRUST 2004-2,

18 Plaintiff,

19 vs.

20 THUNDER PROPERTIES, INC.; PEAVINE
21 ESTATES ASSOCIATION; DOE
22 INDIVIDUALS I through X, inclusive; and
23 ROE CORPORATIONS I through X, inclusive,

24 Defendants.

Case No.: 3:17-cv-00110-MMD-VPC

**STIPULATION AND ORDER TO
DISMISS ALL REMAINING CLAIMS
WITH PREJUDICE**

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1 **STIPULATION AND ORDER TO DISMISS**
2 **ALL REMAINING CLAIMS WITH PREJUDICE**

3 IT IS HEREBY STIPULATED, by and between Plaintiff, U.S. Bank National
4 Association, Successor Trustee to Bank Of America, National Association As Successor By
5 Merger To Lasalle Bank National Association, As Trustee For Accredited Mortgage Loan Trust
6 2004-2 (hereinafter "Plaintiff" or "U.S. Bank"), by and through its attorney, ROCK K. JUNG,
7 ESQ., of the law firm of Wright, Finlay & Zak, LLP, and Defendant Thunder Properties, Inc.
8 (hereinafter "Thunder Properties"), by and through its attorney, Timothy E. Rhoda, Esq., of the
9 law firm of Roger P. Croteau & Associates, Ltd., hereby stipulate as follows:

10 **STIPULATION**

11 **1.** The real property which is the subject of this civil action consists of a residence
12 commonly known as 11803 Rocky Mountain Street, Reno, Nevada 89506; APN 086-762-21
13 (hereinafter "Property"), and is part of Peavine Estates Association (hereinafter "HOA");

14 **2.** U.S. Bank is the holder of a first Deed of Trust securing a loan in the amount of
15 \$51,000.00 made on or about February 19, 2004 ("Note") by Esther A. Martin ("Borrower") and
16 recorded on February 25, 2004 in the Official Records of Washoe County, Nevada as Book and
17 Instrument Number 2998391 ("Deed of Trust");

18 **3.** On October 30, 2012, a Notice of Delinquent Assessment and Claim of Lien
19 Homeowners Association was recorded against the Property by Kern & Associates, Ltd., as
20 agent for HOA;

21 **4.** On May 1, 2013, a Notice of Default and Election to Sell was recorded against the
22 Property by Kern & Associates, Ltd., as agent for HOA;

23 **5.** On August 4, 2014, a Notice of Homeowners Association Sale was recorded
24 against the Property by Kern & Associates, Ltd., as agent for HOA;

25 **6.** Pursuant to that Notice of Homeowners Association Sale, a non-judicial
26 foreclosure sale occurred on September 3, 2014 (hereinafter the "HOA Sale");
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1 **7.** On September 25, 2014, a Deed in Foreclosure of Assessment Lien was recorded
2 wherein Thunder Properties, Inc. is named as the grantee, and the purchase price is listed as
3 \$13,800.00;

4 **8.** On February 21, 2017, U.S. Bank filed a Complaint for Quiet Title and
5 Declaratory Relief, among other claims, against Thunder Properties, Inc. in Case Number 3:17-
6 cv-00110-MMD-VPC;

7 **9.** On April 14, 2017, Thunder Properties, Inc. filed its MOTION TO DISMISS
8 FOR FAILURE TO NAME INDISPENSIBLE PARTIES [ECF No. 7];

9 **10.** On November 8, 2017, this Court granted Thunder Properties, Inc. and ordered
10 Plaintiff to file an Amended Complaint to include said indispensable parties.

11 **11.** On November 10, 2017, U.S. Bank filed its First Amended Complaint for
12 Wrongful/Defective Foreclosure Quiet title and Declaratory Relief, among other claims, against
13 Thunder Properties, Inc. and Peavine Estates Association (the "HOA").

14 **12.** The undersigned Parties have now come to a resolution regarding their respective
15 claims and interest in the Property;

16 **13.** All claims asserted by or against any of the undersigned Parties hereto shall be
17 dismissed with prejudice;

18 **14.** Nothing in this Stipulation should be construed as intended to benefit any other
19 party not identified as the undersigned Parties hereto, and in particular, shall not constitute a
20 waiver or relinquishment of any claims by U.S. Bank against the HOA or Borrowers; and

21 **15.** Each Party shall bear its own fees and costs incurred in this litigation and
22 settlement.

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1 **IT IS HEREBY STIPULATED AND AGREED** that all claims between the
2 undersigned parties in this matter, and any and all amendments thereto, are hereby dismissed
3 with prejudice.

4 **IT IS FURTHER STIPULATED AND AGREED** that nothing in this Stipulation and
5 Order is intended to be, or will be, construed as an admission of the claims or defenses of the
6 Parties;

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8 **IT IS FURTHER STIPULATED AND AGREED** that this Stipulation and Order is in
9 no way intended to impair the rights of U.S. Bank (or any of its authorized agents, investors,
10 affiliates, predecessors, successors, and assigns) to pursue any and all remedies against the
11 Borrower, as defined in the Note, that U.S. Bank (or any of its authorized agents, investors,
12 affiliates, predecessors, successors, and assigns) may have relating to the Note, including the
13 right to sue the Borrower for any deficiency;

14 **IT IS FURTHER STIPULATED AND AGREED** that Thunder Properties agrees to
15 disclaim any and all interest, known or unknown, in the surplus funds of \$3,576.99 resulting
16 from the HOA Sale whereby the HOA Trustee (Kern & Associates, Ltd.) on April 10, 2015
17 (CK#2021), deposited said surplus funds with the State of Nevada Unclaimed Property Division;

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1 **IT IS FURTHER STIPULATED AND AGREED** that each Party shall bear its own
2 attorney's fees and costs incurred in this litigation and settlement.

3 **IT IS SO STIPULATED**

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5 DATED this 17th day of April, 2018.

DATED this 17th day of April, 2018

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7 **WRIGHT, FINLAY & ZAK, LLP**

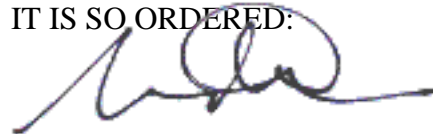
**ROGER P. CROTEAU & ASSOCIATES,
LTD.**

8 /s/ Rock K. Jung, Esq.
9 Rock K. Jung, Esq.
10 Nevada Bar No. 10906
11 7785 W. Sahara Ave., Suite 200
12 Las Vegas, NV 89117
*Attorneys for Plaintiff, U.S. Bank National
Association*

/s/ Timothy E. Rhoda, Esq.
Timothy E. Rhoda, Esq.
Nevada Bar No. 7878
9120 West Post Road, Suite 100
Las Vegas, NV 89148
*Attorneys for Defendant, Thunder Properties,
Inc.*

13 **ORDER**

14 IT IS SO ORDERED:

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17 UNITED STATES DISTRICT JUDGE

18 DATED: April 17, 2018

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2 **CERTIFICATE OF SERVICE**

3 I HEREBY CERTIFY that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and
4 that service of the foregoing **STIPULATION AND ORDER TO DISMISS ALL**
5 **REMAINING CLAIMS WITH PREJUDICE** was made on this 17th day of April, 2018,
6 through the CM/ECF Electronic Filing system, and/or by depositing a true and correct copy in
7 the United States Mail, addressed as follows

8 Timothy E. Rhoda, Esq.
9 ROGER P. CROTEAU & ASSOCIATES, LTD.
10 9120 West Post Road, Suite 100
11 Las Vegas, NV 89148
12 tim@croteaulaw.com
13 *Attorney for Defendant,*
14 *Thunder Properties, Inc.*

13 */s/ Kelli Wightman*

14 An Employee of Wright, Finlay & Zak, LLP